

RECEIVED

JAN 24 2012

IN THE CIRCUIT COURT OF LOWNDES COUNTY, MISSISSIPPI **MAHALA N. SALAZAR**
CIRCUIT CLERK

LASISI OSAJI

PLAINTIFF

VS.

CAUSE NO. 2012-0013-CV1 H

DELTA AIR LINES, INC.,

MESABA AVIATION, INC.

PINNACLE AIRLINES, INC.

AND

JOHN DOES 1-15

FILED

FEB 17 2012

DAVID CREWS, CLERK
By David Crews
Deputy

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JAN 24 2012
Malala N. Salazar
Circuit Clerk

DEFENDANT 1:12CV37-B5

COMPLAINT
(Plaintiff Demands Trial by Jury)

COMES NOW, the Plaintiff, LASISI OSAJI, by and through his attorney, Matthew D. Wilson, and files this Complaint against the aforementioned Defendants. In support thereof, the Plaintiff states as follows:

I.

PARTIES

1. Plaintiff LASISI OSAJI (hereinafter "Mr. Osaji") is an adult resident citizen of the State of Mississippi whose permanent place of residence at the time of the incident in question was 502 Cottonwood Dr., Starkville, MS 39759. He now resides at 139-A Park Circle, Starkville, MS 39759.

2. Defendant DELTA AIR LINES, INC. (hereinafter "Delta") is a corporation organized under the laws of the State of Delaware. Delta's principal place of business is located

at 1030 Delta Blvd., Dept. 852, Atlanta, GA 30354. Delta may be served with process through its registered agent for service of process, Corporation Service Company, 506 S. President Street, Jackson, MS 39201.

3. Defendant MESABA AVIATION, INC. (hereinafter "Mesaba") is a corporation organized under the laws of the State of Minnesota. Mesaba's principal place of business is located at 1000 Blue Gentian Road, Suite 200, Eagan MN 55121. Mesaba may be served with process through its registered agent for service of process, CSC of Rankin County, Inc., Mirror Lake Plaza, 2829 Lakeland Drive, Suite 1502, Flowood MS 39232.

4. Defendant PINNACLE AIRLINES, INC. (hereinafter "Pinnacle") is a corporation organized under the laws of the State of Georgia. Pinnacle's principal place of business is located at 1689 Nonconah Blvd, Ste 111, Memphis TN 38132. Pinnacle may be served with process through its registered agent for service of process, Corporation Service Company, 506 S. President Street, Jackson, MS 39201.

5. Defendant JOHN DOES 1-15 are those persons, firms, corporations or other entities that are in any way responsible to the Plaintiff for the damages and injuries sustained herein, and whose identities are at this time unknown, but will be added by amendment when ascertained. JOHN DOES 1-15 include, but are not limited to, employees, contractors and/or subcontractors of the Defendants, and/or any of their successors and assigns.

6. CHARTIS CASUALTY COMPANY (hereinafter "Chartis") and/or THE INSURANCE COMPANY FOR THE STATE OF PENNSYLVANIA (hereinafter "The Insurance Company") provided Defense Base Act insurance benefits to Mr. Osaji as a direct result of the incident described herein. Chartis and/or The Insurance Company claim an interest

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Osaji M. Osaji
Plaintiff

relating to the subject of the action and are so situated that disposing of the action in their absence may leave an existing party subject to substantial risk of incurring double, multiple or otherwise inconsistent obligations because of the interest. Chartis and/or The Insurance Company's principal place of business is located at 2704 Commerce Drive, Suite B, Harrisburg, PA 17110. Chartis and/or The Insurance Company may be served with process through their attorney, the Hon. M. Lane Lowery, Kelley, Kronenberg, Gilmartin, Fichtel, Wander, Bamdas, Eskalyo, & Dunbrack, P.A., 1001 McKinney, Suite 1150, Houston, TX 77002.

II.

JURISDICTION AND VENUE

7. This suit arises out of an incident that occurred on an international flight originating out of Mississippi and terminating in Kuwait. Because this was an international flight, the Montreal Convention, which was ratified by the United States Senate on November 4, 2003, preempts all state or federal laws to the contrary.

8. This Honorable Court has jurisdiction over this matter pursuant to Article 1 (3) and Article 33 (2) of the Montreal Convention. Furthermore, this Court has jurisdiction over this matter because this is an action at law for damages.

9. This Court has jurisdiction over the parties. In particular, each party has purposely availed himself/itself of the resources or protection of the State of Mississippi, and the exercise of jurisdiction does not offend traditional notions of fair play and substantial justice.

10. Venue is appropriate in this Court because the international flight at issue originated in Lowndes County, Mississippi. Furthermore, one or more of the Defendants conduct some of their business operations in Lowndes County, Mississippi.

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Michael M. Blayzer
Clerk of Court

III.

FACTS COMMON TO ALL COUNTS

11. At all times material to this Complaint, Mesaba and/or Pinnacle were connecting carriers for Delta. As such, Delta is jointly and severally liable for the wrongful and/or negligent acts or omissions of Mesaba and/or Pinnacle in this matter, and vice versa. Furthermore, upon information and belief, Mesaba and Pinnacle were operating as an association, partnership and/or joint venture. (Evidence thereof is attached hereto as Exhibit "A" and is incorporated herein by reference as if copied in words and figures.) As such, Mesaba and Pinnacle are jointly and severally liable for each other's wrongful and/or negligent acts or omissions in this matter.

12. At the time of this incident, Mr. Osaji was employed as a civilian military contractor in Kuwait. In December 2010, Mr. Osaji was required to fly to Kuwait City, Kuwait to begin an extended tour of duty. On or about December 5, 2010, Mr. Osaji booked his flight on Delta's website. (A copy of this itinerary is attached hereto as Exhibit "B" and is incorporated herein by reference as if copied in words and figures.) Pursuant to this itinerary, Mr. Osaji boarded Mesaba Flight 3189 from Columbus, MS (GTR) to Atlanta, GA (ATL) on December 8, 2010 and was scheduled to arrive in Kuwait via successive carriage on December 9, 2010.

13. Pursuant to Article 1 (3) of the Montreal Convention, the successive carriage as described in the aforesaid itinerary is deemed an undivided carriage, thereby causing Flight 3189 from GTR to ATL to fall under the province of the Montreal Convention.

14. While aboard Flight 3189, Mr. Osaji suffered personal injuries as a result of the wrongful and/or negligent acts or omissions of one or more Mesaba employees. Specifically, but

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myra l. m. Salazar
ATTORNEY AT LAW

without limitation, an unknown steward or stewardess collided a cart into his leg and/or knee. As a direct and proximate result thereof, Mr. Osaji suffered injury to his leg and/or knee yielding severe pain and suffering that necessitated surgery. In addition, as a direct and proximate result thereof, Mr. Osaji suffered lost wages because he could no longer perform his duties in Kuwait.

15. Pursuant to Article 17 (1) of the Montreal Convention, the Defendants are liable for the damages as described herein because the Plaintiff suffered bodily injury as the direct and proximate result of an accident that took place on board an international flight. Except as may otherwise be articulated herein, the specific amounts of these compensatory damages (both pecuniary and non-pecuniary) will be adduced at trial.

16. Mr. Osaji received Defense Base Act insurance benefits from Chartis and/or The Insurance Company which were governed under federal law. These benefits included medical treatment and/or a portion of his lost wages. Pursuant to federal statute and/or applicable case law, Chartis and/or The Insurance Company may be entitled to a subrogation lien in this matter. Accordingly, Mr. Osaji seeks to join Chartis and/or The Insurance Company as necessary parties.

IV.

CAUSES OF ACTION

A. Strict Liability

17. The preceding paragraphs are incorporated herein by reference as if fully alleged.

18. Pursuant to Articles 21 (1) and 24 of the Montreal Convention, for damages arising under paragraph I of Article 17 not exceeding 113,100 Special Drawing Rights (hereinafter "SDR's")¹ for each passenger, the carrier shall not be able to exclude or limit its liability.²

¹ Pursuant to Article 23 (1), SDR's are defined by the International Monetary Fund ("IMF") as of the date of judgment. The IMF computes SDR's on their webpage, http://www.imf.org/external/np/fin/data/rms_sdrv.aspx.

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Signature

19. As articulated above, the Defendants and/or their agents (the carriers herein) inflicted bodily damage upon the Plaintiff while he was on board an international flight. As a direct and proximate result thereof, the Plaintiff suffered compensatory damages (such as medical treatment, pain & suffering, lost wages, loss of enjoyment of life, etc.) well in excess of 113,100 SDR's (or \$174,185.31 as of today). Therefore, for that portion of his damages not exceeding 113,100 SDR's (or \$174,185.31 as of today), the Plaintiff seeks compensation in an amount to be determined by the Court for the Defendant's strict liability herein.

B. Negligence

20. The preceding paragraphs are incorporated herein by reference as if fully alleged.

21. Pursuant to Article 21 (2) of the Montreal Convention, the Defendants are liable to the Plaintiff because his damages were due, in whole or in part, to the negligence or other wrongful act or omission of the Defendants and/or their servants or agents.

22. Specifically, but without limitation, the Defendants had a duty to transport the Plaintiff from his point of origin to his destination without inflicting bodily injury upon him. The Defendants breached this duty when their servant and/or agent caused a cart to collide into the Plaintiff's leg and/or knee. As a direct and proximate result of this collision, the Plaintiff suffered compensatory damages (such as medical treatment, pain & suffering, lost wages, loss of enjoyment of life, etc.) well in excess of 113,100 SDR's (or \$174,185.31 as of today). Therefore, the Plaintiff is entitled to compensation from the Defendants for his claim of negligence in amounts to be adduced at trial.

Today, one SDR equals \$ 1.54010.

2 Pursuant to Article 24, the International Civil Aviation Organization augmented the strict liability-to-negligence threshold from 100,000 SDR's to 113,100 SDR's on December 31, 2009.

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opinion of the court
Circuit Clerk

V.

PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Plaintiff, LASISI OSAJI, seeks judgment from this Honorable Court against the aforesaid DELTA AIR LINES, INC., MESABA AVIATION, INC., PINNACLE AIRLINES, INC., and JOHN DOES 1-15, jointly and severally, for compensatory damages in an amount greater than \$75,000, plus all court costs associated with this matter, including attorney's fees where applicable.

The Plaintiff also prays for general relief, whether legal or equitable, that this Honorable Court may deem meet and proper under the circumstances.


The Plaintiff demands a trial by jury.

This, the 23rd day of January, 2012.

Respectfully Submitted,

LASISI OSAJI

By:


Matthew Wilson
Attorney for Plaintiff

PREPARED BY:

MATTHEW WILSON (MS Bar #102344 / TN BPR# 28175)

The Law Office of Matthew Wilson, PLLC

212 East Main Street

Starkville, MS 39759

Telephone: 662-312-5039

Facsimile (662) 461-895

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Circuit Clerk



Delta Air Lines, Inc.
Post Office Box 20858
Atlanta, GA 30320-2858

March 10, 2011

Mr. Lasisi Osaji
502 Cottonwood Drive
Starkville, MS 39759

RE: D/I: December 8, 2010

Dear Mr. Osaji:

Thank you for contacting Delta Air Lines, Inc., as a result of an incident that occurred on flight 3189. Flight 3189 from Columbus, MS (GTR) to Atlanta, GA (ATL) on December 8, 2010 was operated by Mesaba Airlines, a connecting carrier for Delta Air Lines.

Your claim and the correspondence you sent to Delta Air Lines, has been sent to Mesaba Airlines for their handling. Below is the contact information for Mesaba Airlines.

Customer Solutions Management Department
Mesaba Airlines
c/o Pinnacle Airlines
1689 Nonconnah Blvd Suite 111
Memphis, TN 38132
Phone 901-348-2477
Fax 901-344-5712

Sincerely,

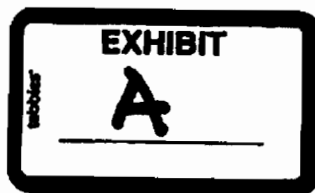
A handwritten signature in black ink, appearing to read "Pete Mollner", with a long, sweeping horizontal line extending to the right.

Pete Mollner
Specialist, Insurance Claims
Telephone: 404-715-6983

cc: Mesaba Airlines
Customer Solutions Management

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myahela M. Salazar
Elfeult Clerk



GLOBAL AEROSPACE



Direct Number: 973-490-8523
Fax Number: 973-490-5630
Email Address: amurphy@global-aero.com

Global Aerospace, Inc.
One Sylvan Way
Parsippany, NJ 07054
(973) 490-8500 Fax: (973) 490-5600

www.global-aero.com

March 11, 2011

Mr. Lasisi Osaji
502 Cottonwood Drive
Starkville, MS 39759

Re: Pinnacle Airlines
Claimant: Osaji, Lasisi
D/A: 12-08-2010
Global File: 648744-AJM

Dear Mr. Osaji:

Your recent correspondence regarding the above-captioned matter has been forwarded to us for our review and consideration, as we represent the liability insurers of Pinnacle Airlines. Please direct future inquiries and correspondence to the attention of the undersigned.

In accordance with federal law, we are required to request that you complete and return the attached Medicare Disclosure Form.

In addition, please forward the following information to permit a proper evaluation of the claim:

1. Your date of birth, social security number and current home address;
2. Copies of all doctors' and/or medical reports including diagnosis and prognosis as well as copies of billing statements;
3. A short description of incident;
4. Names and addresses of witnesses;
5. Names and/or physical description of Pinnacle Airlines employees involved or to whom the incident was reported.
6. A copy of your ticket and/or boarding pass.
7. Your demand for compensation.

This letter and our acceptance of any information regarding this claim shall not be construed as a waiver of any rights or an admission of liability.

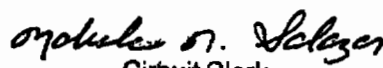
We are investigating this claim. When we have received and reviewed the requested information and documentation, we will contact you. Thank you for your cooperation.

Sincerely,


Anthony J. Murphy
Claims Attorney

AJM/qfd

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Michael W. Schaefer
Circuit Clerk

GLOBAL AEROSPACE



Direct Number: 973-490-8523
Fax Number: 973-490-5630
E-mail Address: amurphy@global-aero.com

Global Aerospace, Inc.
One Sylvan Way
Parsippany, NJ 07054
(973) 490-8500 Fax: (973) 490-5600

www.global-aero.com

March 16, 2011

Mr. Lasisi Osaji
502 Cottonwood Drive
Starkville, MS 39759

Re: Pinnacle Airlines
Claimant: Osaji, Lasisi
D/A: 12-08-2010
Global File: 648744-AJM

Dear Mr. Osaji:

Global Aerospace represents the liability insurers for and, as such, your recent correspondence regarding the above-referenced matter has been forwarded to us for our review and consideration.

Enclosed herewith please find several authorizations to obtain your medical records for the subject incident. Kindly complete the authorizations, including the names and addresses of all treating physicians, and return them to my attention. Please be certain to include a medical authorization for your general physician (and all health care providers who have rendered treatment for any pre-existing medical conditions). Once we have received the aforementioned records, we will be in a better position to evaluate your claim.

Thank you for your prompt attention to this matter. Should you have any questions, please call.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony J. Murphy".

Anthony J. Murphy
Claims Attorney

Enclosure

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Myahela M. Salazar
Circuit Clerk

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From: DeltaElectronicTicketReceipt@delta.com (DeltaElectronicTicketReceipt@delta.com)
To: MIKEOSAJI@YAHOO.COM;
Date: Sun, December 5, 2010 11:49:08 PM
Cc:
Subject: LASISIMR O COLUMBUS MISS 08DEC10



Your Receipt and Itinerary

(Scan this barcode at a Delta Self-Service Kiosk to access your reservation.)

LASIS OSAJI
 502 COTTONWOOD DR
 STARKVILLE MS 39759

Thank you for choosing Delta. We encourage you to review this information before your trip. If you need to contact Delta or check on your flight information, go to delta.com, call 800-221-1212 or call the number on the back of your SkyMiles® card.

Now, managing your travel plans just got easier. You can exchange, reissue and refund electronic tickets at delta.com. Take control and make changes to your itineraries at delta.com/itineraries.

Speed through the airport. Check-in online
 for your flight. → Check-in

Flight Information

DELTA CONFIRMATION #: GZDRUM
 TICKET #: 00621835604574

Day	Date	Flight	Status	Bkng Class	City	Time	Meals/ Other	Seat/ Cabin
Wed	08DEC	DELTA 3189*	OK	T	LV COLUMBUS MISS AR ATLANTA	335P 609P		** COACH
*Operated by MESABA AVIATION								
Wed	08DEC	DELTA 9375*	OK	T	LV ATLANTA AR AMSTERDAM	935P 1150A#	B	** COACH
*Operated by KLM ROYAL DUTCH AIRLINES As KL Flt 622								
Thu	09DEC	DELTA 9352*	OK	T	LV AMSTERDAM AR KUWAIT	200P 940P	D	** COACH
*Operated by KLM ROYAL DUTCH AIRLINES As KL Flt 445								

Check your flight information online at delta.com or call the Delta Flightline at 800-325-1999.

Baggage and check-in requirements vary by airport and airline, so please check with the operating carrier

<http://us.mgl.mail.yahoo.com/dc/launch>



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 Circuit Clerk
 4/5/2011

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on your ticket.

Please review Delta's check-in Requirements and baggage guidelines for details.

You must be checked in and at the gate at least 15 minutes before your scheduled departure time for travel inside the United States.

You must be checked in and at the gate at least 45 minutes before your scheduled departure time for international travel.

For tips on flying safely with laptops, cell phones, and other battery-powered devices, please visit <http://SafeTravel.dot.gov>.

Do you have comments about our service? Please email us to share them with us.

*S\$ - Multiple seats

AR - Arrives

B - Breakfast

C - Bagels/Beverages

D - Dinner

F - Food available for purchase

L - Lunch

LV - Depart

M - Movie

R - Refreshments - Complimentary

S - Snack

T - Cold meal

V - Snacks for Sale

Passenger Information

LASISIMR OSAJI

SkyMiles Number: *****460

Billing Details**Receipt Information**Fare Details: KWI KL X/AMS KL X/MEM KL UBS 451.80 KL X/MEM KL X/AMS KL KWI 45
1.80 NUC903.60END ROEO.287737

Fare: 260.00 KWD

Tax: 660.50 TX

Total: 920.50 KWD

Form of Payment VI*****5710

FP A/CUSD-2343.30/TL100.00

Org Tkt 07424822395152

Org FOP CC

Note: When using certain vouchers to purchase tickets, remaining credits may not be refunded. Additional charges and/or credits may apply and are displayed in the sections below.

This ticket is non-refundable unless issued at a fully refundable fare. Any change to your itinerary may require payment of a change fee and increased fare. Failure to appear for any flight without notice to Delta will result in cancellation of your remaining reservation.

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Total Tax: 660.50 KWD

Michele M. Schlager
Circuit Clerk

YR	42.00	KW	2.00	OA	29.00	AY	2.25	XY	2.00
XA	1.45	US	9.10	YC	1.55	CJ	5.80	VV	1.60
RN	5.00	GZ	.40	IU	.60	YQ	557.75		

Service Charge/FeesPgrr: LASISIMR OSAJI
Not Transferable

Service Charge/Fee Number: 00621835604574

Retain this receipt for your records. The amount shown below is the total of any nonrefundable service charges or fees paid in conjunction with issuance, exchange or refund of the following tickets/documents, including any direct ticket charge included in the fare you were quoted.

Original Ticket Number: 07424822395152 20OCT10
New Ticket Number: 00621835604574Date of Issue: 06DEC10
Place of Issue: IRRRES

PNR Code: GZDRUM

Issuing Agent ID: DL/KU

ASC/FEES: 102.80 USD

TOTAL: 102.80 USD

Ticketing Details

Scan this barcode at a Delta Self-Service Kiosk to access your reservation.



TICKET #: 00621835604574
 Issue Date: 12/06/10 Expiration: 12/06/11
 Place of Ticket Issue: IRRRES
 Issuing Agent Id: DL/KU
 Ticket Issue date: 06DEC10
 Not Transferable

Save money when you
 book your next car or
 hotel at delta.com.

Up to 40% off and earn
 100 miles per day, (200
 miles per day for
 Medallion members).

Hotel Search by Hilton
 Worldwide.

Up to 25,000 bonus
 miles. Plus, no annual
 fee for first year. Apply
 Now.



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**Conditions of Carriage**

Air transportation on Delta and the Delta Connection carriers® is subject to Delta's conditions of carriage. They include terms governing, for example:

- Limits on our liability for personal injury or death of passengers, and for loss, damage or delay of goods and baggage.
- Claim restrictions, including time periods within which you must file a claim or bring an action against us
- Our right to change terms of the contract
- Check-in requirements and other rules establishing when we may refuse carriage
- Our rights and limits of our liability for delay or failure to perform service, including schedule changes, substitution of alternative air carriers or aircraft, and rerouting
- Our policy on overbooking flights, and your rights if we deny you boarding due to an oversold flight

These terms are incorporated by reference into our contract with you. You may view these conditions of carriage on delta.com, or by requesting a copy from Delta.

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 Circuit Clerk

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You have received this e-mail because you elected to receive your Electronic Ticket receipt sent to you via e-mail. If you would like to take advantage of other Delta e-mail programs featuring special fares, promotions, information and flight updates, please visit: delta.com/emailprograms or delta.com/notifications.

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Orlando M. Salazar
Circuit Clerk